specially reserved. S by his contract was to cut the timber and load it on the cars at $6.00 per thousand feet. Plaintiff sued defendant in trespass. *Held*: That the defense that S. was an independent contractor was not involved. *Abbott* v. *Sumter Lumber Co.* (S. C. 1912) 76 S. E. 146.

One of the grounds given by the court for its decision is that the defendant's right to enter the plaintiff's land depends upon his contract with the plaintiff, that there was no privity of contract between S. and the plaintiff, and that S. entered the land under a contract with the defendant and therefore the defendant is responsible for his acts. The general rule as stated in THOMPSON, NEGLIGENCE, § 621 is "That one who has contracted with a competent and fit person, exercising an independent employment, to do a piece of work not in itself unlawful, or of such a nature that it is likely to become a nuisance, or to subject third persons to unusual danger, according to the contractor's own methods and without being subject to control except as to the results of his work, and subject to the qualifications hereafter stated—will not be answerable for the wrong of such contractor, his sub-contractor, or his servants committed in the prosecution of such work." In *Young* v. *Fosburg Lumber Co.*, 147 N. C. 26, 60 S. E. 654, and in *Knowlton* v. *Hoit*, 67 N. H. 155, 30 Atl. 346, it has been held that a person cutting timber at so much per thousand feet was an independent contractor and the employer was not liable for his wrongful acts. The contract with the plaintiff in this case gave the defendant the right to enter and cut timber and also the power to transfer this right. There is nothing in the contract that prohibits the grantor from allowing an independent contractor to cut the timber. The case does not fall within the class of cases which have fixed upon the employer an exceptional liability for the acts of his independent contractor. *Atlanta etc. R. R. Co.* v. *Kimberly*, 87 Ga. 161, 13 S. E. 277; *McHarge* v. *Newcomer*, 117 Tenn. 595, 100 S. W. 700; THOMPSON, NEGLIGENCE, § 646; MOLL, INDEPENDENT CONTRACTORS, ch. 3, 4, 5, 6. The holding of the court upon this point introduces an exception to the general rule of the liability of the employer which has not been recognized by any former cases.

MORTGAGE—CONVEYANCE TO "SECOND HIGHEST BIDDER" HELD VOID.—Defendant executed a trust deed to secure a debt due to plaintiff. Default having been made, the property was put up for sale by the trustee. X was the highest bidder, but failed to comply with his bid and the trustee executed a deed to plaintiff as the second highest bidder. Defendant refused to surrender the premises and plaintiff sued for possession. *Held* that the trustee had no authority to execute a deed to plaintiff as second highest bidder, but that on the failure of the highest bidder to perform, the trustee must re-advertise and re-sell in the manner prescribed in the trust deed. *Valentine* v. *Dunagin Whitaker Co.*, (Miss. 1912) 59 So. 844.

No authority is cited by the court to sustain its decision, and the case is not such a conclusive one as the decision would indicate. One case holds that where a bidder at a mortgage trustee's sale refuses to comply with the terms of the sale, the trustee may proceed with the sale, give to the next highest bidder or re-advertise and re-sell. *McClung* v. *Trust Co.*, 137 Mo. 106. So

in another case we find that if the two highest bidders at a mortgage sale refuse to comply with their bids the mortgagor may direct a private sale and is bound thereby. *Cockrill* v. *Whitworth,* 52 S. W. 524. Furthermore, when a mortgage trustee has divested himself of his title, even though not in compliance with the conditions of his trust, or at a defective sale, a second deed after a re-advertisement and re-sale is void and ineffectual. Equity alone will afford relief. *Stephens* v. *Clay,* 17 Col. 489; *Koester* v. *Burke,* 81 Ill. 436. Two cases hold with the principal case on the main proposition, but in them the trustee had done nothing to divest himself of his title before re-advertisement and re-sale. *Dover* v. *Kennerly,* 44 Mo. 145. *O'Fallon* v. *Kennerly,* 45 Mo. 124. When such a re-sale is held the defaulting highest bidder is responsible for a deficiency and entitled to excess in the price secured at the second sale over his prior bid. *Aukam* v. *Zantzinger,* 94 Md. 421; *McCormick* v. *Williams,* 68 S. E. 138.

MORTGAGES — VENDEE OF MORTGAGED PREMISES LIABLE TO MORTGAGEE THOUGH MORTGAGE BARRED AT TIME OF PURCHASE.—Defendants J. D. and I. D., gave mortgage in 1904 on two lots to T, to secure note. T. assigned to plaintiff. Defendants J. D. and I. D. exchanged property for property of defendant L. P. in 1910, the latter assuming the mortgage on the property she received in exchange. Mortgage outlawed at time of exchange. Plaintiff sued to foreclose. *Held* that L. P. was bound to pay the mortgage although it was thus outlawed since L. P. had assumed to pay it as part of the consideration in the trade. *Davis* v. *Davis,* (Cal. 1912) 127 Pac. 1051.

The decision seems to be in line with the weight of authority. JONES, MORTGAGES, Ch. XVII; *Flack* v. *Neill,* 22 Tex. 253; *Schumucker* v. *Sibert,* 18 Kan. 104. Where a party has secured his note by a mortgage and then transferred the property, the note and mortgage becoming subsequently outlawed, a later acknowledgment of the note by the mortgagor will revive the mortgage so as to affect the vendee. *Hubbard* v. *Mo. Val. Life Ins. Co.* 25 Kan. 172. Also the statute is tolled as to a vendee of mortgaged property by any new promise by his vendor, the mortgagor, before his purchase. *Carson* v. *Cochran,* 52 Minn. 67; *Heyer* v. *Pruyn,* 7 Paige 465. But under one California case, contrary to the general trend of authorities in that state, a mortgage barred by statute is not revived by a renewal of the accompanying note between the original parties. *Wells* v. *Harter,* 56 Cal. 342. As to available methods of action by a mortgagee against a purchaser of the mortgaged premises, who has assumed the mortgage, a direct action at law, or an equitable action based on the doctrine of subrogation, see 10 COL. L. REV. 765.

MUNICIPAL CORPORATIONS—ANNEXATION OF AN "ADJOINING VILLAGE."—The Illinois statute authorizes any city etc., to annex any other incorporated city, village, or town adjoining the same. The boundaries of the incorporated village of Morgan Park at the northern and southern ends are co-incident with the boundaries of Chicago, but the eastern boundary of the village does not touch a boundary of the city, there being an intervening unincorporated piece of land two hundred acres in extent. After an election pursuant to the statute had resulted favorably to the annexation of Morgan Park, the City